



CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed February 2, 2021


United States Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT FOR
THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

IN RE: § CASE NO. 18-40572-ELM-7
RANDY OLIVER, II §
DEBTOR § CHAPTER 7

DEANNA TAYLOR, §
PLAINTIFF §
VS. § ADVERSARY NO. 18-04123-ELM
§
RANDY OLIVER, II, DEFENDANT §

AGREED JUDGMENT DETERMINING DEBTS AND OBLIGATIONS
OWING TO BE NON-DISCHARGEABLE

On this day came on for consideration the Complaint to Determine Dischargeability of Debts Pursuant to 11 U.S.C. Section 523(a)(2)(A), (4) and (6) filed herein by Plaintiff, DEANNA TAYLOR against Defendant and Debtor, RANDY OLIVER, II. As evidenced by the signatures appearing below of the attorneys for Plaintiff and for the Defendant, the Court finds that the parties have agreed to the terms of this judgment and that this judgment should be entered. It is, therefore,

ORDERED, ADJUDGED, and DECREED, pursuant to 11 U.S.C. §523(a)(2)(A), (4) and (6) that the debt owed to Plaintiff by virtue of an Agreement between Plaintiff and Defendant and/or RKO Construction & Painting (“Contract”) dated November 14, 2017 is non-dischargeable in Defendant’s above-captioned bankruptcy case.

It is further ORDERED, ADJUDGED and DECREED that judgment shall be and is hereby entered in favor of Plaintiff against Defendant for the following:

1. \$78,486.20;
2. Post-judgment interest of 5.5% per year on the total amount of the judgment from the date of judgment until paid in full.

It is further ORDERED, ADJUDGED and DECREED that the debt and this judgment shall be non-dischargeable pursuant to 11 U.S.C. §523(a)(2) and will survive any Order of Discharge in this case.

It is further ORDERED, ADJUDGED and DECREED that execution of this judgment shall be stayed [“Stay of Execution”], unless and until the Defendant fails to pay the Plaintiff the sum of \$78,486.20 [“Settlement Amount”] as hereafter required. The Settlement Amount shall be paid in consecutive monthly installments of \$730.00 per month, with the payments being due by the 15th day of the month beginning August 15, 2020 and continuing until the entire Settlement Amount has been paid in full. The said payments shall be made through the Jefferson County Community Supervision and Corrections Department as long as Defendant is under court order to make payments to said department. Thereafter, Defendant shall make payments through such other governmental agency as he may be compelled by court order and if none, directly to Plaintiff. The Defendant shall have the right to prepay at any time, without penalty, the unpaid balance of the Settlement Amount. Upon payment of the Settlement Amount, this Agreed Judgment will be satisfied in full.

It is further ORDERED, ADJUDGED and DECREED that if the Defendant fails to make a payment by the respective due date, Plaintiff shall have the right to send a fourteen (14) day notice of default. If the Defendant does not cure the default within the 14-day period, then the Stay of Execution shall be immediately dissolved, and the Plaintiff may forthwith seek to execute upon the total amount of the Judgment, less any payments actually made, using all lawful processes. Such notice of default shall be sent to Defendant at 1010 N. Center, Suite 100, Arlington, Texas 76011 and to the undersigned attorney for the Defendant. Plaintiff shall not be required to send more than one notice of default in any calendar year. Upon the second default in any calendar year, the Stay of Execution shall be immediately dissolved, and the Plaintiff may forthwith seek to execute upon the total amount of the Judgment, less any payments actually made, using all lawful processes.

END OF ORDER

AGREED AND APPROVED:

OFFERMAN & KING, L.L.P.

BY: /s/ James W. King.

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